at a much later time; for example, actions for slander (pp. 13, 17, 30, 33, 71, 84, 85); an action strongly suggestive of Lumley *v.* Gye (p. 97); action against a surety upon a simple contract (p. 117); actions by a surety against his principal (pp. 6, 48); actions for breach of contract in not shoeing a horse after entering upon the work (p. 22), or against a barber for discontinuing the treatment of the plaintiff's head (p. 36) or for not building a house of the stipulated materials, (p. 104). A breach of agreement is called a trespass on p. 49. The word covenant (*convencio*) is frequently employed, in accordance with medieval usage, in the sense of oral or unsealed agreement. Usually the judgment for the plaintiff is *in rem*, that he recover. But there are several cases (pp. 17, 22, 24, 30, 37, 48, 59) in which the judgment is *in personam*, that the defendant make satisfaction to the plaintiff. We shall hope soon to see the second volume. The material of the two volumes, supplemented by the learned editor's discussion of the law merchant, will surely be a valuable contribution to our knowledge of English legal history. J. B. A.

THE LAW OF TENDER. By George Lucas Beynon Harris. London: Butterworth and Co. 1908. pp. lxx, 415. 8vo.

As the author points out in his introductory remarks, the law of tender is adjective in its nature, accessorial to the law of obligation. As the obligations of contract became abstruse, its tenacious attendant developed correspondingly, so that the cases involving tender present a department of legal learning inevitably technical in the highest degree. Of the value of such a special book as this there can be no doubt, but it would be incomprehensible to one not intimately familiar with the substantive law upon which it depends. As to the ordinary rules stated in the chapter headings, there can be no doubt, — that tender must be fully declared and insisted upon, that it must be in lawful coin actually produced, that it must be unconditional and without reservations, that it must be kept good and produced in court, that it must be made at the right time and appropriate place, that it must be made by a proper person to a proper person. But to know what is a right time and who is a proper person one must know the law of the particular obligation in question so thoroughly that he might almost deduce the actual law of tender for his case without consulting the special cases on tender. Still, as our law is at best an imperfect science, no lawyer would be safe in trusting to his own deductions, but should have recourse to some authoritative source. It would be well if we had for our American law such an excellent special treatise as Mr. Harris has made from the English decisions. B. W.

THE JUSTICE OF THE MEXICAN WAR. By Charles H. Owen. New York and London: G. P. Putnam's Sons. 1908. pp. viii, 291. 8vo.

"The Justice of the Mexican War" cannot be considered a law book, nor is it a history; for it does not even attempt to bring men and events of earlier times to life before the reader. It deals rather with cold facts simply in their bearing upon the justice of the Mexican War. In so weighing the right and wrong of international relations it may, not inappropriately, be reviewed in this magazine. Mr. Owen's purpose is to disprove the truth of the very general statement of historians that the Mexican War was a mere trick to steal or perhaps an open stealing of territory from a weaker nation, in order to gain more states for slavery and a port on the Pacific. His arguments may be very briefly indicated as follows: (*a*) He summarizes the American character and American ideas of civil rights of the time just before the Mexican War; the character of the American settlers in Texas and their relations with people in the United States; the Mexican ideas of civil rights and particularly their control of the Texan territory. From these facts he finds that intervention by the United States in the case of Texas was far more clearly justified than in the case of Cuba, where